

FINAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

Petitioner v. San Leandro Unified School District, Respondent

OAH Case No. 2017020052

This Final Settlement Agreement and Release ("Agreement") is entered into by ("Parent"), on her behalf and on behalf of their child ("Student"), and the San Leandro Unified School District ("District") (hereafter collectively referred to as "Parties").

This Agreement is entered into by the Parties for the purpose of compromising and settling all claims and issues related to the Student's educational program as of the date that this Agreement is signed. It does not constitute, nor shall it be construed as, an admission of liability, fault, or wrongdoing by the Parties for any purpose. Nothing in this Agreement shall be construed as an admission of what is a free, appropriate public education ("FAPE") for Student. In addition, neither the Parent nor District shall be deemed the "prevailing party" for purposes of receiving attorneys' fees under federal and/or state law with respect to this Agreement and the issues settled herein.

Parent and the District, in consideration of the promises made herein, agree as follows:

I. Educational Placement

1. The District shall fund Student's placement Bayhill High School ("Bayhill"), a Non-Public School ("NPS"), through the Student's IEP. Student shall begin at Bayhill no later than March 20, 2017.
2. The District shall provide round-trip transportation for Student to Bayhill.
3. The District shall fund 1 hour per week of direct Speech and Language Therapy through Bayhill. If Bayhill is unable to provide these services, the District shall contract with a Non-Public Agency for the purpose of delivering Speech and Language Therapy. The 1 hour per week of direct Speech and Language Therapy shall be included in the IEP.
4. The Student shall receive 2 sessions per month of "lunch bunch" social skills services at Bayhill through her IEP. The Bayhill placement integrates additional social skills into its program, and these integrated social skills will not be set apart as a separate service in the IEP.
5. The District shall fund 1 hour per week of Educationally Related Mental Health Services (ERMHS) to be provided by Bayhill. The 1 hour per week of ERMHS counseling shall be included in the IEP.
6. The District shall fund a bank of 10 hours/year for Occupational Therapy consult services through a Non-Public Agency. These Occupational Therapy consult services shall be included in the IEP.
7. A 30-day transition IEP meeting will be held at Bayhill following Student's initial placement at the NPS on or before April 28, 2017, and the terms of Section I. of this

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Agreement shall be included in the IEP as part of the April 2017 annual offer of FAPE.

8. The annual review date for the Student's IEP shall be reset to the date of the 30-day IEP meeting that is to be held on or before April 28, 2017.

II. Compensatory Education

- a. The District shall fund Extended School Year 2017 at Bayhill High School.
- b. The District shall fund 2 hours per week of educational therapy/tutoring computed from the week of March 20, 2017 through June 9, 2017 through the Non-Public Agency LeRoy Haynes S.T.A.R. Academy. If S.T.A.R. Academy is unavailable, then the District shall fund these services through Bayhill.

III. Release of Information

This Agreement constitutes a release and exchange of information between the District and the NPS and Student's service providers, and no additional release is required in order for the District and the NPS and/or service providers to exchange information regarding Student's educational program. In the event that the NPS or service providers require further authorization from Parent to release information to the District, Parent shall provide the service provider with such authorization.

IV. Costs and Attorneys' Fees

The District shall pay the Parent ten-thousand dollars (\$10,000) for costs and attorneys' fees. Payment shall be made by check payable to PORTER LAW FIRM and delivered to 1300 Clay Street, Suite 600, Oakland, California 94612. Payment shall be made within 45 calendar days of the ratification of this Agreement by the District's Governing Board.

Except as specifically provided in this Agreement, the Parties agree to bear their own costs and attorneys' fees.

V. Release and Discharge

The Parents, individually and collectively, on behalf of themselves and any predecessors and successors in interest, parents, heirs, assigns, insurers, creditors, guardians, surrogates, conservators, trustees, attorneys, representatives, consultants, experts, and advocates, hereby fully release and discharge the District from all claims alleged in OAH Case #2017020052, or any other claims that are based on the Individuals with Disabilities Education Improvement Act (IDEIA), the California Education Code Section 5600 *et seq.*, the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101), and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 732), and any amendments thereto or implementing regulations, guidelines or policy directives thereof, whether those claims

A handwritten signature in black ink, appearing to be "M. Chen" or similar, located in the bottom right corner of the page.

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are currently known or unknown, foreseen or unforeseen, patent or latent, through the date of Execution or March 14, 2017, whichever is sooner, except for any such related claims raised in California Superior Court Case HG16838795.

VI. Relocation

Mother and Student currently reside at . The Parties agree that the District's obligations pursuant to this Agreement shall cease except for the Compensatory Education in Section II of this Agreement, and the District shall have no obligation to continue to provide assessments or services pursuant to this Agreement, should Student no longer satisfy the legal residency requirements for attendance within the District. Parent shall notify the District's Director of Special Education immediately should they move to a different address at any time during the term of this Agreement. In addition, if requested by the District, Parent shall provide proof of residency.

VII. Advice of Attorney or Other Representative

The Parties warrant and represent that, in executing this Agreement, they have relied upon advice from the attorney or other representative of their choice; that the terms of this Agreement have been read and its consequences (including risks, complications, and costs) have been completely explained to them by that attorney or other representative; and that they fully understand the terms of this Agreement. They further acknowledge and represent that, in executing this Agreement, they have not relied on any inducements, promises, or representations other than those stated in this Agreement.

VIII. Conditions of Execution

Each party to this Agreement acknowledges and warrants that the party's execution of this Agreement is free and voluntary.

IX. Execution of Other Documents

Each party to this Agreement shall cooperate fully in the execution of any and all other documents and the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

X. Entire Agreement

This Agreement is the entire agreement and understanding of the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions, written, oral, express, or implied, are superseded by this Agreement. This Agreement cannot be changed or supplemented orally, and may be modified or superseded only by written instrument executed by all of the Parties.

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XI. Governing Law

This Agreement is entered into, and shall be construed and interpreted in accordance with, the laws of the State of California and the United States.

XII. Severability

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that determination shall not invalidate or render unenforceable any other provision of this Agreement.

XIII. Implementation and Confidentiality

By their signatures, the Parties acknowledge that they will carry out the terms of this Agreement, which shall be maintained as a confidential document by all Parties except as required by law. However, for purposes of implementation and enforcement of the Agreement, the Parties mutually consent to disclosure and admissibility of this Agreement.

XIV. Signatures in Counterparts

This Agreement may be signed in counterparts, such that signatures appear on separate signature pages. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement.

XV. Execution

This Agreement shall become effective immediately upon execution by the Parties and ratification by the District's Governing Board. The Parties agree that their signatures to this Agreement are irrevocable, subject to the ratification by the District's Governing Board.

XVI. Dismissal

Within three (3) business days of written notification of the ratification of this Agreement by the District's Governing Board, the Parent shall dismiss with prejudice the due process action in the matter of _____, *Petitioner v. San Leandro Unified School District, Respondent*, OAH Case No. 2017020052.

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AGREED:

Date: 3/8/17

on behalf of
herself and her child,

Date: 3/8/17

Parent, on behalf of
himself and his child,

Date: 3-8-17

Colleen Palia
Director of Special Education
San Leandro Unified School District

APPROVED AS TO FORM:

Date: 3/8/17

LaJoyce Porter
Attorney for Parents and Student
PORTER LAW FIRM

Date: 3/8/17

Leah M. Smith,
Attorney for San Leandro Unified School District
Garcia, Hernández, Sawhney LLP